

2550 Golf Road  
Rolling Meadows, IL 60008

Telephone: 312/640-7000



**EVANS RAILCAR**

**LEASING COMPANY**

DIVISION

RECORDATION NO. 8071-F Filed 1425

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APR 15 1985 -3 15 PM

INTERSTATE COMMERCE COMMISSION

APR 15 1985 -3 15 PM

INTERSTATE COMMERCE COMMISSION

February 15, 1985

Secretary  
Interstate Commerce Commission  
Washington, D.C.

No. 5-105A042  
Date APR 15 1985  
Fee \$ 20.00

Dear Secretary:

ICC Washington, D. C.

Pursuant to 49 U.S.C. §11303 and the rules and regulations promulgated thereunder, as amended, we hand you herewith for filing five fully executed counterparts of that certain First Amendment to Equipment Trust Agreement and Bill of Sale and five fully executed counterparts of an Assignment of Lease (the "Assignment"), all dated as of February 15, 1985. The parties to the First Amendment to Equipment Trust Agreement and Bill of Sale are:

Issuer: Evans Railcar Leasing Company  
2550 Golf Road  
Rolling Meadows, Illinois 60008

Trustee: Bank of American National Trust  
and Savings Association  
201 Mission Street  
15th Floor  
San Francisco, California 94105

Guarantor: Evans Transportation Company  
2550 Golf Road  
Rolling Meadows, Illinois 60008

The parties to the Assignment are:

Assignor: Evans Railcar Leasing Company  
2550 Golf Road  
Rolling Meadows, Illinois 60008

Assignee: Bank of American National Trust  
and Savings Associations  
201 Mission Street  
15th Floor  
San Francisco, California 94105

*Consolidated CT. Kennel*

MAILED 6 APR 1985

Secretary  
Interstate Commerce Commission

February 15, 1985  
Page Two

A description of the equipment and leases covered by the First Amendment to Equipment Trust Agreement and Bill of Sale and the Assignment is attached hereto as Exhibit 1.

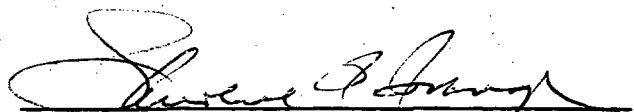
The enclosed First Amendment to Equipment Trust Agreement and Assignment and Bill of Sale relate to that certain Equipment Trust Agreement dated as of September 1, 1985 and recorded with Interstate Commerce Commission on October 3, 1975 as ICC Recordation No. 8071. Accordingly, we request that the First Amendment to Equipment Trust Agreement and Bill of Sale and the Assignment be filed as subfilings under that number.

Enclosed herewith is a check in the amount of \$20.00 in payment of the applicable recording fees.

Since these documents are being delivered to you by hand, we would appreciate it if you would return to the bearer the duly stamped counterparts of the First Amendment to Equipment Trust Agreement and Bill of Sale and the Assignment not required to be kept by you, or, if it is not possible to return them to the bearer, send them to: Mr. Ronald M. Neifield, Rosenthal and Schanfield, 55 East Monroe Street, Suite 4620, Chicago, Illinois 60603.

Very truly yours,

EVANS RAILCAR LEASING COMPANY

  
Assistant Secretary

Enclosures

LOT NUMBER	CAR TYPE	LESSEE NAME	INTERNAL I. D. NUMBER	MASTER LEASE DATE	SCHEDULE NUMBER	SCHEDULE DATE	TERM YEAR	TERM MONTH	PREFIX CAR NUMBER
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26086	74/07/26	1	74/07/26	15	0	ARMH 786700
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26085	74/07/26	1	74/07/26	15	0	ARMH 786701
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26084	74/07/26	1	74/07/26	15	0	ARMH 786702
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26083	74/07/26	1	74/07/26	15	0	ARMH 786703
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26082	74/07/26	1	74/07/26	15	0	ARMH 786704
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26081	74/07/26	1	74/07/26	15	0	ARMH 786705
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26080	74/07/26	1	74/07/26	15	0	ARMH 786706
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26079	74/07/26	1	74/07/26	15	0	ARMH 786707
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26078	74/07/26	1	74/07/26	15	0	ARMH 786708
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26077	74/07/26	1	74/07/26	15	0	ARMH 786709
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26076	74/07/26	1	74/07/26	15	0	ARMH 786710
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26075	74/07/26	1	74/07/26	15	0	ARMH 786711
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26074	74/07/26	1	74/07/26	15	0	ARMH 786712
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26073	74/07/26	1	74/07/26	15	0	ARMH 786713
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26072	74/07/26	1	74/07/26	15	0	ARMH 786714
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26071	74/07/26	1	74/07/26	15	0	ARMH 786715
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26070	74/07/26	1	74/07/26	15	0	ARMH 786716
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26069	74/07/26	1	74/07/26	15	0	ARMH 786717
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26068	74/07/26	1	74/07/26	15	0	ARMH 786718
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26067	74/07/26	1	74/07/26	15	0	ARMH 786719
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26066	74/07/26	1	74/07/26	15	0	ARMH 786720
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26065	74/07/26	1	74/07/26	15	0	ARMH 786721
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26064	74/07/26	1	74/07/26	15	0	ARMH 786722
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26063	74/07/26	1	74/07/26	15	0	ARMH 786723
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26062	74/07/26	1	74/07/26	15	0	ARMH 786724
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26061	74/07/26	1	74/07/26	15	0	ARMH 786725
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26060	74/07/26	1	74/07/26	15	0	ARMH 786726
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26059	74/07/26	1	74/07/26	15	0	ARMH 786727
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26058	74/07/26	1	74/07/26	15	0	ARMH 786728
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26057	74/07/26	1	74/07/26	15	0	ARMH 786729
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26056	74/07/26	1	74/07/26	15	0	ARMH 786730
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26055	74/07/26	1	74/07/26	15	0	ARMH 786731
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26054	74/07/26	1	74/07/26	15	0	ARMH 786732
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26053	74/07/26	1	74/07/26	15	0	ARMH 786733
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26052	74/07/26	1	74/07/26	15	0	ARMH 786734
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26051	74/07/26	1	74/07/26	15	0	ARMH 786735
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26050	74/07/26	1	74/07/26	15	0	ARMH 786736
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26049	74/07/26	1	74/07/26	15	0	ARMH 786737
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26048	74/07/26	1	74/07/26	15	0	ARMH 786738
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26047	74/07/26	1	74/07/26	15	0	ARMH 786739
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26046	74/07/26	1	74/07/26	15	0	ARMH 786740
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26021	74/07/26	1	74/07/26	15	0	ARMH 786741
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26020	74/07/26	1	74/07/26	15	0	ARMH 786742
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26019	74/07/26	1	74/07/26	15	0	ARMH 786743
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26018	74/07/26	1	74/07/26	15	0	ARMH 786744
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26017	74/07/26	1	74/07/26	15	0	ARMH 786745
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26016	74/07/26	1	74/07/26	15	0	ARMH 786746
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26015	74/07/26	1	74/07/26	15	0	ARMH 786747
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26014	74/07/26	1	74/07/26	15	0	ARMH 786748
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26013	74/07/26	1	74/07/26	15	0	ARMH 786749
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26012	74/07/26	1	74/07/26	15	0	ARMH 786750

LOT NUMBER	CAR TYPE	LESSEE NAME	INTERNAL I. D. NUMBER	MASTER LEASE DATE	SCHEDULE NUMBER	SCHEDULE DATE	TERM YEAR	TERM MONTH	PREFIX CAR NUMBER
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26011	74/07/26	1	74/07/26	15	0	ARMH 786751
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26007	74/07/26	1	74/07/26	15	0	ARMH 786753
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26008	74/07/26	1	74/07/26	15	0	ARMH 786754
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26007	74/07/26	1	74/07/26	15	0	ARMH 786755
1344-00 *	REFRIG-RBL	MILLER BREWING CO	26006	74/07/26	1	74/07/26	15	0	ARMH 786756
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25763	74/07/26	1	74/07/26	15	0	ARMH 786757
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25764	74/07/26	1	74/07/26	15	0	ARMH 786758
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25765	74/07/26	1	74/07/26	15	0	ARMH 786759
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25766	74/07/26	1	74/07/26	15	0	ARMH 786760
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25767	74/07/26	1	74/07/26	15	0	ARMH 786761
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25770	74/07/26	1	74/07/26	15	0	ARMH 786764
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25771	74/07/26	1	74/07/26	15	0	ARMH 786765
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25772	74/07/26	1	74/07/26	15	0	ARMH 786766
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25773	74/07/26	1	74/07/26	15	0	ARMH 786767
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25774	74/07/26	1	74/07/26	15	0	ARMH 786768
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25775	74/07/26	1	74/07/26	15	0	ARMH 786769
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25776	74/07/26	1	74/07/26	15	0	ARMH 786770
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25777	74/07/26	1	74/07/26	15	0	ARMH 786771
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25779	74/07/26	1	74/07/26	15	0	ARMH 786773
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25780	74/07/26	1	74/07/26	15	0	ARMH 786774
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25781	74/07/26	1	74/07/26	15	0	ARMH 786775
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25782	74/07/26	1	74/07/26	15	0	ARMH 786776
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25783	74/07/26	1	74/07/26	15	0	ARMH 786777
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25784	74/07/26	1	74/07/26	15	0	ARMH 786778
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25785	74/07/26	1	74/07/26	15	0	ARMH 786779
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25786	74/07/26	1	74/07/26	15	0	ARMH 786780
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25787	74/07/26	1	74/07/26	15	0	ARMH 786781
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25788	74/07/26	1	74/07/26	15	0	ARMH 786782
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25789	74/07/26	1	74/07/26	15	0	ARMH 786783
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25790	74/07/26	1	74/07/26	15	0	ARMH 786784
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25791	74/07/26	1	74/07/26	15	0	ARMH 786785
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25792	74/07/26	1	74/07/26	15	0	ARMH 786786
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25793	74/07/26	1	74/07/26	15	0	ARMH 786787
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25794	74/07/26	1	74/07/26	15	0	ARMH 786788
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25795	74/07/26	1	74/07/26	15	0	ARMH 786789
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25796	74/07/26	1	74/07/26	15	0	ARMH 786790
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25797	74/07/26	1	74/07/26	15	0	ARMH 786791
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25798	74/07/26	1	74/07/26	15	0	ARMH 786792
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25799	74/07/26	1	74/07/26	15	0	ARMH 786793
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25801	74/07/26	1	74/07/26	15	0	ARMH 786795
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25802	74/07/26	1	74/07/26	15	0	ARMH 786796
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25803	74/07/26	1	74/07/26	15	0	ARMH 786797
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25804	74/07/26	1	74/07/26	15	0	ARMH 786798
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25805	74/07/26	1	74/07/26	15	0	ARMH 786799
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25806	74/07/26	1	74/07/26	15	0	ARMH 786800
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25807	74/07/26	1	74/07/26	15	0	ARMH 786801
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25808	74/07/26	1	74/07/26	15	0	ARMH 786802
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25809	74/07/26	1	74/07/26	15	0	ARMH 786803
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25810	74/07/26	1	74/07/26	15	0	ARMH 786804
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25811	74/07/26	1	74/07/26	15	0	ARMH 786805
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25812	74/07/26	1	74/07/26	15	0	ARMH 786806
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25813	74/07/26	1	74/07/26	15	0	ARMH 786807

LOT NUMBER	CAR # TYPE	LESSEE NAME	INTERNAL I. D. NUMBER	MASTER LEASE DATE	SCHEDULE NUMBER	SCHEDULE DATE	TERM YEAR	TERM MONTH	PREFIX CAR NUMBER
1344-00	* REFRIG-RBL	MILLER BREWING CO	25814	74/07/26	1	74/07/26	15	0	ARHH 786808
1344-00	* REFRIG-RBL	MILLER BREWING CO	25815	74/07/26	1	74/07/26	15	0	ARHH 786809
1344-00	* REFRIG-RBL	MILLER BREWING CO	25816	74/07/26	1	74/07/26	15	0	ARHH 786810
1344-00	* REFRIG-RBL	MILLER BREWING CO	25817	74/07/26	1	74/07/26	15	0	ARHH 786811
1344-00	* REFRIG-RBL	MILLER BREWING CO	25818	74/07/26	1	74/07/26	15	0	ARHH 786812
1344-00	* REFRIG-RBL	MILLER BREWING CO	25819	74/07/26	1	74/07/26	15	0	ARHH 786813
1344-00	* REFRIG-RBL	MILLER BREWING CO	25820	74/07/26	1	74/07/26	15	0	ARHH 786814
1344-00	* REFRIG-RBL	MILLER BREWING CO	25821	74/07/26	1	74/07/26	15	0	ARHH 786815
1344-00	* REFRIG-RBL	MILLER BREWING CO	25822	74/07/26	1	74/07/26	15	0	ARHH 786816
1344-00	* REFRIG-RBL	MILLER BREWING CO	25823	74/07/26	1	74/07/26	15	0	ARHH 786817
1344-00	* REFRIG-RBL	MILLER BREWING CO	25824	74/07/26	1	74/07/26	15	0	ARHH 786818
1344-00	* REFRIG-RBL	MILLER BREWING CO	25825	74/07/26	1	74/07/26	15	0	ARHH 786819
1344-00	* REFRIG-RBL	MILLER BREWING CO	25826	74/07/26	1	74/07/26	15	0	ARHH 786820
1344-00	* REFRIG-RBL	MILLER BREWING CO	25827	74/07/26	1	74/07/26	15	0	ARHH 786821
1344-00	* REFRIG-RBL	MILLER BREWING CO	25828	74/07/26	1	74/07/26	15	0	ARHH 786822
1344-00	* REFRIG-RBL	MILLER BREWING CO	25829	74/07/26	1	74/07/26	15	0	ARHH 786823
1344-00	* REFRIG-RBL	MILLER BREWING CO	25830	74/07/26	1	74/07/26	15	0	ARHH 786824
1344-00	* REFRIG-RBL	MILLER BREWING CO	25832	74/07/26	1	74/07/26	15	0	ARHH 786826
1344-00	* REFRIG-RBL	MILLER BREWING CO	25833	74/07/26	1	74/07/26	15	0	ARHH 786827
1344-00	* REFRIG-RBL	MILLER BREWING CO	25834	74/07/26	1	74/07/26	15	0	ARHH 786828
1344-00	* REFRIG-RBL	MILLER BREWING CO	25835	74/07/26	1	74/07/26	15	0	ARHH 786829
1344-00	* REFRIG-RBL	MILLER BREWING CO	25836	74/07/26	1	74/07/26	15	0	ARHH 786830
1344-00	* REFRIG-RBL	MILLER BREWING CO	25837	74/07/26	1	74/07/26	15	0	ARHH 786831
1344-00	* REFRIG-RBL	MILLER BREWING CO	25838	74/07/26	1	74/07/26	15	0	ARHH 786832
1344-00	* REFRIG-RBL	MILLER BREWING CO	25839	74/07/26	1	74/07/26	15	0	ARHH 786833
1344-00	* REFRIG-RBL	MILLER BREWING CO	25840	74/07/26	1	74/07/26	15	0	ARHH 786834
1344-00	* REFRIG-RBL	MILLER BREWING CO	25841	74/07/26	1	74/07/26	15	0	ARHH 786835
1344-00	* REFRIG-RBL	MILLER BREWING CO	25842	74/07/26	1	74/07/26	15	0	ARHH 786836
1344-00	* REFRIG-RBL	MILLER BREWING CO	25843	74/07/26	1	74/07/26	15	0	ARHH 786837
1344-00	* REFRIG-RBL	MILLER BREWING CO	25845	74/07/26	1	74/07/26	15	0	ARHH 786839
1344-00	* REFRIG-RBL	MILLER BREWING CO	25846	74/07/26	1	74/07/26	15	0	ARHH 786840
1344-00	* REFRIG-RBL	MILLER BREWING CO	25847	74/07/26	1	74/07/26	15	0	ARHH 786841
1344-00	* REFRIG-RBL	MILLER BREWING CO	25848	74/07/26	1	74/07/26	15	0	ARHH 786842
1344-00	* REFRIG-RBL	MILLER BREWING CO	25849	74/07/26	1	74/07/26	15	0	ARHH 786843
1344-00	* REFRIG-RBL	MILLER BREWING CO	25850	74/07/26	1	74/07/26	15	0	ARHH 786844
1344-00	* REFRIG-RBL	MILLER BREWING CO	25851	74/07/26	1	74/07/26	15	0	ARHH 786845
1344-00	* REFRIG-RBL	MILLER BREWING CO	25852	74/07/26	1	74/07/26	15	0	ARHH 786846
1344-00	* REFRIG-RBL	MILLER BREWING CO	25853	74/07/26	1	74/07/26	15	0	ARHH 786847
1344-00	* REFRIG-RBL	MILLER BREWING CO	25854	74/07/26	1	74/07/26	15	0	ARHH 786848
1344-00	* REFRIG-RBL	MILLER BREWING CO	25855	74/07/26	1	74/07/26	15	0	ARHH 786849
1344-00	* REFRIG-RBL	MILLER BREWING CO	25856	74/07/26	1	74/07/26	15	0	ARHH 786850
1344-00	* REFRIG-RBL	MILLER BREWING CO	25857	74/07/26	1	74/07/26	15	0	ARHH 786851
1344-00	* REFRIG-RBL	MILLER BREWING CO	25858	74/07/26	1	74/07/26	15	0	ARHH 786852
1344-00	* REFRIG-RBL	MILLER BREWING CO	25859	74/07/26	1	74/07/26	15	0	ARHH 786853
1344-00	* REFRIG-RBL	MILLER BREWING CO	25860	74/07/26	1	74/07/26	15	0	ARHH 786854
1344-00	* REFRIG-RBL	MILLER BREWING CO	25861	74/07/26	1	74/07/26	15	0	ARHH 786855
1344-00	* REFRIG-RBL	MILLER BREWING CO	25862	74/07/26	1	74/07/26	15	0	ARHH 786856
1344-00	* REFRIG-RBL	MILLER BREWING CO	25863	74/07/26	1	74/07/26	15	0	ARHH 786857
1344-00	* REFRIG-RBL	MILLER BREWING CO	25864	74/07/26	1	74/07/26	15	0	ARHH 786858
1344-00	* REFRIG-RBL	MILLER BREWING CO	25866	74/07/26	1	74/07/26	15	0	ARHH 786860
1344-00	* REFRIG-RBL	MILLER BREWING CO	25867	74/07/26	1	74/07/26	15	0	ARHH 786861
1344-00	* REFRIG-RBL	MILLER BREWING CO	25868	74/07/26	1	74/07/26	15	0	ARHH 786862

LOT NUMBER	CAR TYPE	LESSEE NAME	INTERNAL I, D, NUMBER	MASTER LEASE DATE	SCHEDULE NUMBER	SCHEDULE DATE	TERM YEAR	TERM MONTH	PREFIX CAR NUMBER
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25870	74/07/26	1	74/07/26	15	0	ARMH 786864
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25071	74/07/26	1	74/07/26	15	0	ARMH 786865
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25872	74/07/26	1	74/07/26	15	0	ARMH 786866
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25873	74/07/26	1	74/07/26	15	0	ARMH 786867
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25074	74/07/26	1	74/07/26	15	0	ARMH 786868
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25075	74/07/26	1	74/07/26	15	0	ARMH 786869
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25076	74/07/26	1	74/07/26	15	0	ARMH 786870
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25377	74/07/26	1	74/07/26	15	0	ARMH 786871
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25078	74/07/26	1	74/07/26	15	0	ARMH 786872
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25879	74/07/26	1	74/07/26	15	0	ARMH 786873
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25880	74/07/26	1	74/07/26	15	0	ARMH 786874
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25881	74/07/26	1	74/07/26	15	0	ARMH 786875
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25882	74/07/26	1	74/07/26	15	0	ARMH 786876
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25883	74/07/26	1	74/07/26	15	0	ARMH 786877
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25884	74/07/26	1	74/07/26	15	0	ARMH 786878
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25885	74/07/26	1	74/07/26	15	0	ARMH 786879
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25886	74/07/26	1	74/07/26	15	0	ARMH 786880
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25887	74/07/26	1	74/07/26	15	0	ARMH 786881
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25888	74/07/26	1	74/07/26	15	0	ARMH 786882
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25889	74/07/26	1	74/07/26	15	0	ARMH 786883
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25890	74/07/26	1	74/07/26	15	0	ARMH 786884
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25891	74/07/26	1	74/07/26	15	0	ARMH 786885
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25892	74/07/26	1	74/07/26	15	0	ARMH 786886
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25893	74/07/26	1	74/07/26	15	0	ARMH 786887
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25894	74/07/26	1	74/07/26	15	0	ARMH 786888
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25895	74/07/26	1	74/07/26	15	0	ARMH 786889
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25896	74/07/26	1	74/07/26	15	0	ARMH 786890
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25897	74/07/26	1	74/07/26	15	0	ARMH 786891
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25898	74/07/26	1	74/07/26	15	0	ARMH 786892
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25899	74/07/26	1	74/07/26	15	0	ARMH 786893
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25900	74/07/26	1	74/07/26	15	0	ARMH 786894
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25901	74/07/26	1	74/07/26	15	0	ARMH 786895
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25902	74/07/26	1	74/07/26	15	0	ARMH 786896
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25903	74/07/26	1	74/07/26	15	0	ARMH 786897
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25904	74/07/26	1	74/07/26	15	0	ARMH 786898
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25905	74/07/26	1	74/07/26	15	0	ARMH 786899
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25906	74/07/26	1	74/07/26	15	0	ARMH 786900
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25907	74/07/26	1	74/07/26	15	0	ARMH 786901
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25908	74/07/26	1	74/07/26	15	0	ARMH 786902
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25909	74/07/26	1	74/07/26	15	0	ARMH 786903
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25910	74/07/26	1	74/07/26	15	0	ARMH 786904
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25911	74/07/26	1	74/07/26	15	0	ARMH 786905
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25912	74/07/26	1	74/07/26	15	0	ARMH 786906
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25913	74/07/26	1	74/07/26	15	0	ARMH 786907
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25914	74/07/26	1	74/07/26	15	0	ARMH 786908
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25915	74/07/26	1	74/07/26	15	0	ARMH 786909
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25916	74/07/26	1	74/07/26	15	0	ARMH 786910
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25917	74/07/26	1	74/07/26	15	0	ARMH 786911
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25918	74/07/26	1	74/07/26	15	0	ARMH 786912
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25919	74/07/26	1	74/07/26	15	0	ARMH 786913
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25920	74/07/26	1	74/07/26	15	0	ARMH 786914
1344-00 *	REFRIG-RBL	MILLER BREWING CO	25921	74/07/26	1	74/07/26	15	0	ARMH 786915

LOT NUMBER	CAR TYPE	LESSEE NAME	INTERNAL I. D. NUMBER	MASTER LEASE DATE	SCHEDULE NUMBER	SCHEDULE DATE	TERM YEAR	TERM MONTH	PREFIX CAR NUMBER
1344-00	* REFRIG-RBL	MILLER BREWING CO	25722	74/07/26	1	74/07/26	15	0	ARNH 786916
1344-00	* REFRIG-RBL	MILLER BREWING CO	25723	74/07/26	1	74/07/26	15	0	ARNH 786917
1344-00	* REFRIG-RBL	MILLER BREWING CO	25724	74/07/26	1	74/07/26	15	0	ARNH 786918
1344-00	* REFRIG-RBL	MILLER BREWING CO	25725	74/07/26	1	74/07/26	15	0	ARNH 786919
1344-00	* REFRIG-RBL	MILLER BREWING CO	25726	74/07/26	1	74/07/26	15	0	ARNH 786920
1344-00	* REFRIG-RBL	MILLER BREWING CO	25727	74/07/26	1	74/07/26	15	0	ARNH 786921
1344-00	* REFRIG-RBL	MILLER BREWING CO	25728	74/07/26	1	74/07/26	15	0	ARNH 786922
1344-00	* REFRIG-RBL	MILLER BREWING CO	25729	74/07/26	1	74/07/26	15	0	ARNH 786923
1344-00	* REFRIG-RBL	MILLER BREWING CO	25730	74/07/26	1	74/07/26	15	0	ARNH 786924
1344-00	* REFRIG-RBL	MILLER BREWING CO	25731	74/07/26	1	74/07/26	15	0	ARNH 786925
1344-00	* REFRIG-RBL	MILLER BREWING CO	25732	74/07/26	1	74/07/26	15	0	ARNH 786926
1344-00	* REFRIG-RBL	MILLER BREWING CO	25733	74/07/26	1	74/07/26	15	0	ARNH 786927
1344-00	* REFRIG-RBL	MILLER BREWING CO	25734	74/07/26	1	74/07/26	15	0	ARNH 786928
1344-00	* REFRIG-RBL	MILLER BREWING CO	25735	74/07/26	1	74/07/26	15	0	ARNH 786929
1344-00	* REFRIG-RBL	MILLER BREWING CO	25736	74/07/26	1	74/07/26	15	0	ARNH 786930
1344-00	* REFRIG-RBL	MILLER BREWING CO	25737	74/07/26	1	74/07/26	15	0	ARNH 786931
1344-00	* REFRIG-RBL	MILLER BREWING CO	25738	74/07/26	1	74/07/26	15	0	ARNH 786932
1344-00	* REFRIG-RBL	MILLER BREWING CO	25739	74/07/26	1	74/07/26	15	0	ARNH 786933
1344-00	* REFRIG-RBL	MILLER BREWING CO	25740	74/07/26	1	74/07/26	15	0	ARNH 786934
1344-00	* REFRIG-RBL	MILLER BREWING CO	25741	74/07/26	1	74/07/26	15	0	ARNH 786935
1344-00	* REFRIG-RBL	MILLER BREWING CO	25742	74/07/26	1	74/07/26	15	0	ARNH 786936
1344-00	* REFRIG-RBL	MILLER BREWING CO	25743	74/07/26	1	74/07/26	15	0	ARNH 786937
1344-00	* REFRIG-RBL	MILLER BREWING CO	25744	74/07/26	1	74/07/26	15	0	ARNH 786938
1344-00	* REFRIG-RBL	MILLER BREWING CO	25745	74/07/26	1	74/07/26	15	0	ARNH 786939
1344-00	* REFRIG-RBL	MILLER BREWING CO	25746	74/07/26	1	74/07/26	15	0	ARNH 786940
1344-00	* REFRIG-RBL	MILLER BREWING CO	25747	74/07/26	1	74/07/26	15	0	ARNH 786941
1344-00	* REFRIG-RBL	MILLER BREWING CO	25748	74/07/26	1	74/07/26	15	0	ARNH 786942
1344-00	* REFRIG-RBL	MILLER BREWING CO	25749	74/07/26	1	74/07/26	15	0	ARNH 786943
1344-00	* REFRIG-RBL	MILLER BREWING CO	25750	74/07/26	1	74/07/26	15	0	ARNH 786944
1344-00	* REFRIG-RBL	MILLER BREWING CO	25751	74/07/26	1	74/07/26	15	0	ARNH 786945
1344-00	* REFRIG-RBL	MILLER BREWING CO	25752	74/07/26	1	74/07/26	15	0	ARNH 786946
1344-00	* REFRIG-RBL	MILLER BREWING CO	25753	74/07/26	1	74/07/26	15	0	ARNH 786947
1344-00	* REFRIG-RBL	MILLER BREWING CO	25754	74/07/26	1	74/07/26	15	0	ARNH 786948
1344-00	* REFRIG-RBL	MILLER BREWING CO	25755	74/07/26	1	74/07/26	15	0	ARNH 786949
1344-00	* REFRIG-RBL	MILLER BREWING CO	25756	74/07/26	1	74/07/26	15	0	ARNH 786950
1344-00	* REFRIG-RBL	MILLER BREWING CO	25757	74/07/26	1	74/07/26	15	0	ARNH 786951
1344-00	* REFRIG-RBL	MILLER BREWING CO	25758	74/07/26	1	74/07/26	15	0	ARNH 786952
1344-00	* REFRIG-RBL	MILLER BREWING CO	25759	74/07/26	1	74/07/26	15	0	ARNH 786953
1344-00	* REFRIG-RBL	MILLER BREWING CO	25760	74/07/26	1	74/07/26	15	0	ARNH 786954
1344-00	* REFRIG-RBL	MILLER BREWING CO	25761	74/07/26	1	74/07/26	15	0	ARNH 786955
1344-00	* REFRIG-RBL	MILLER BREWING CO	25762	74/07/26	1	74/07/26	15	0	ARNH 786956
1344-00	* REFRIG-RBL	MILLER BREWING CO	25763	74/07/26	1	74/07/26	15	0	ARNH 786957
1344-00	* REFRIG-RBL	MILLER BREWING CO	25764	74/07/26	1	74/07/26	15	0	ARNH 786958
1344-00	* REFRIG-RBL	MILLER BREWING CO	25765	74/07/26	1	74/07/26	15	0	ARNH 786959
1344-00	* REFRIG-RBL	MILLER BREWING CO	25766	74/07/26	1	74/07/26	15	0	ARNH 786960
1344-00	* REFRIG-RBL	MILLER BREWING CO	25767	74/07/26	1	74/07/26	15	0	ARNH 786961
1344-00	* REFRIG-RBL	MILLER BREWING CO	25768	74/07/26	1	74/07/26	15	0	ARNH 786962
1344-00	* REFRIG-RBL	MILLER BREWING CO	25769	74/07/26	1	74/07/26	15	0	ARNH 786963
1344-00	* REFRIG-RBL	MILLER BREWING CO	25770	74/07/26	1	74/07/26	15	0	ARNH 786964
1344-00	* REFRIG-RBL	MILLER BREWING CO	25771	74/07/26	1	74/07/26	15	0	ARNH 786965
1344-00	* REFRIG-RBL	MILLER BREWING CO	25772	74/07/26	1	74/07/26	15	0	ARNH 786966
1344-00	* REFRIG-RBL	MILLER BREWING CO	25773	74/07/26	1	74/07/26	15	0	ARNH 786967

LOT NUMBER	CAR TYPE	LESSEE NAME	INTERNAL I. D. NUMBER	MASTER LEASE DATE	SCHEDULE NUMBER	SCHEDULE DATE	TERM YEAR	TERM MONTH	PREFIX	CAR NUMBER
1344-00	REFRIG-RBL	MILLER BREWING CO	25974	74/07/26	1	74/07/26	15	0	ARMH	786968
1344-00	REFRIG-RBL	MILLER BREWING CO	25975	74/07/26	1	74/07/26	15	0	ARMH	786969
1344-00	REFRIG-RBL	MILLER BREWING CO	25976	74/07/26	1	74/07/26	15	0	ARMH	786970
1344-00	REFRIG-RBL	MILLER BREWING CO	25977	74/07/26	1	74/07/26	15	0	ARMH	786971
1344-00	REFRIG-RBL	MILLER BREWING CO	25978	74/07/26	1	74/07/26	15	0	ARMH	786972
1344-00	REFRIG-RBL	MILLER BREWING CO	25979	74/07/26	1	74/07/26	15	0	ARMH	786973
1344-00	REFRIG-RBL	MILLER BREWING CO	25980	74/07/26	1	74/07/26	15	0	ARMH	786974
1344-00	REFRIG-RBL	MILLER BREWING CO	25981	74/07/26	1	74/07/26	15	0	ARMH	786975
1344-00	REFRIG-RBL	MILLER BREWING CO	25982	74/07/26	1	74/07/26	15	0	ARMH	786976
1344-00	REFRIG-RBL	MILLER BREWING CO	25983	74/07/26	1	74/07/26	15	0	ARMH	786977
1344-00	REFRIG-RBL	MILLER BREWING CO	25984	74/07/26	1	74/07/26	15	0	ARMH	786978
1344-00	REFRIG-RBL	MILLER BREWING CO	25985	74/07/26	1	74/07/26	15	0	ARMH	786979
1344-00	REFRIG-RBL	MILLER BREWING CO	25986	74/07/26	1	74/07/26	15	0	ARMH	786980
1344-00	REFRIG-RBL	MILLER BREWING CO	25987	74/07/26	1	74/07/26	15	0	ARMH	786981
1344-00	REFRIG-RBL	MILLER BREWING CO	25988	74/07/26	1	74/07/26	15	0	ARMH	786982
1344-00	REFRIG-RBL	MILLER BREWING CO	25989	74/07/26	1	74/07/26	15	0	ARMH	786983
1344-00	REFRIG-RBL	MILLER BREWING CO	25990	74/07/26	1	74/07/26	15	0	ARMH	786984
1344-00	REFRIG-RBL	MILLER BREWING CO	25991	74/07/26	1	74/07/26	15	0	ARMH	786985
1344-00	REFRIG-RBL	MILLER BREWING CO	25992	74/07/26	1	74/07/26	15	0	ARMH	786986
1344-00	REFRIG-RBL	MILLER BREWING CO	25993	74/07/26	1	74/07/26	15	0	ARMH	786987
1344-00	REFRIG-RBL	MILLER BREWING CO	25994	74/07/26	1	74/07/26	15	0	ARMH	786988
1344-00	REFRIG-RBL	MILLER BREWING CO	25995	74/07/26	1	74/07/26	15	0	ARMH	786989
1344-00	REFRIG-RBL	MILLER BREWING CO	25996	74/07/26	1	74/07/26	15	0	ARMH	786990
1344-00	REFRIG-RBL	MILLER BREWING CO	25997	74/07/26	1	74/07/26	15	0	ARMH	786991
1344-00	REFRIG-RBL	MILLER BREWING CO	25998	74/07/26	1	74/07/26	15	0	ARMH	786992
1344-00	REFRIG-RBL	MILLER BREWING CO	25999	74/07/26	1	74/07/26	15	0	ARMH	786993
1344-00	REFRIG-RBL	MILLER BREWING CO	26000	74/07/26	1	74/07/26	15	0	ARMH	786994
1344-00	REFRIG-RBL	MILLER BREWING CO	26001	74/07/26	1	74/07/26	15	0	ARMH	786995
1344-00	REFRIG-RBL	MILLER BREWING CO	26002	74/07/26	1	74/07/26	15	0	ARMH	786996
1344-00	REFRIG-RBL	MILLER BREWING CO	26003	74/07/26	1	74/07/26	15	0	ARMH	786997
1344-00	REFRIG-RBL	MILLER BREWING CO	26004	74/07/26	1	74/07/26	15	0	ARMH	786998
1344-00	REFRIG-RBL	MILLER BREWING CO	26005	74/07/26	1	74/07/26	15	0	ARMH	786999
TOTAL UNITS ---) 291										
1784-00	COV HOF-LO	FARMERS CO-OP ASSOCIATION NON-STOCK	37450	79/06/20	1	79/06/20	5	0	USLX	26537
1784-00	COV HOF-LO	FARMERS CO-OP ASSOCIATION NON-STOCK	37451	79/06/20	1	79/06/20	5	0	USLX	26538
1784-00	COV HOF-LO	FARMERS CO-OP ASSOCIATION NON-STOCK	37452	79/06/20	1	79/06/20	5	0	USLX	26539
1784-00	COV HOF-LO	FARMERS CO-OP ASSOCIATION NON-STOCK	37453	79/06/20	1	79/06/20	5	0	USLX	26540
1784-00	COV HOF-LO	FARMERS CO-OP ASSOCIATION NON-STOCK	37454	79/06/20	1	79/06/20	5	0	USLX	26541
TOTAL UNITS ---) 5										
SERIES 10	TOTAL UNITS ---) 296		ACTIVE UNITS ---) 296		POOL UNITS ---) 0					



Interstate Commerce Commission  
Washington, D.C. 20423

4/15/85

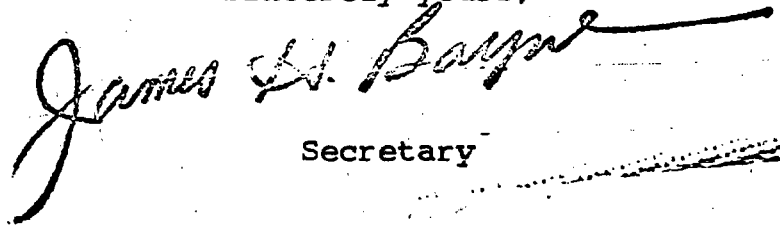
OFFICE OF THE SECRETARY

Ronald M. Neifield  
Rosenthal & Schanfield  
55 East Monroe Street  
Chicago, Illinois 60603

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/15/85 at 3:15 PM and assigned re-recording number(s). 8071-E & 8071-F.

Sincerely yours,

  
Secretary

Enclosure(s)

APR 15 1985 -3 15 PM

## INTERSTATE COMMERCE COMMISSION

**ASSIGNMENT OF LEASE AND AGREEMENT** dated as of February 15, 1985, by and between EVANS RAILCAR LEASING COMPANY, an Illinois corporation (hereinafter called the Company), successor by name change to United States Railway Leasing Company and United States Railway Equipment Co., and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Trustee (hereinafter called the Trustee), under an Equipment Trust Agreement dated as of September 1, 1975 (hereinafter called the Equipment Trust Agreement), by and among the Trustee, the Company and Evans Transportation Company, an Illinois corporation, successor by name change to U. S. Railway Mfg. Co.

WHEREAS, the Company and Farmers Co-Op Association Non-Stock (hereinafter called the Lessee) have entered into a Schedule 1 dated June 20, 1979 to a Lease Agreement dated June 20, 1979 (said lease, as the same relates and pertains to said Schedule 1 hereinafter called the Lease), providing for the leasing by the Company to the Lessee of the 5 units of railroad equipment (hereinafter called Units) described in the Lease, a copy of which Lease has been or is being delivered to the Trustee concurrently herewith; and

WHEREAS, this Assignment of Lease and Agreement is being made pursuant to Section 4.09 of the Equipment Trust Agreement to secure the payment and performance by the Company of all obligations of the Company arising under the Equipment Trust Agreement, including, but not limited to, the obligations of the Company arising under its guaranty endorsed or to be endorsed on the Equipment Trust Certificates (hereinafter called the Trust Certificates) issued or to be issued under the Equipment Trust Agreement (all such obligations being hereinafter called the Liabilities);

Now, THEREFORE, in consideration of the sum of \$10 duly paid by the Trustee to the Company and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. As security for the payment and performance of the Liabilities, the Company hereby assigns, transfers, and sets over unto the Trustee all the Company's right, title and interest as lessor under the Lease, together with all rights, powers, privileges, and other benefits of the Company as lessor under the Lease, including, without limitation, the immediate right to receive and collect all

rentals, profits and other sums payable to or receivable by the Company under or pursuant to the provisions of the Lease and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an event of default specified in the Lease, and to do any and all other things whatsoever which the Company, as lessor, is or may become entitled to do under the Lease; *provided, however*, that until an Event of Default under the Equipment Trust Agreement, or any event which, with notice or lapse of time or both, would constitute such an Event of Default, shall occur, it is understood that the Company shall be entitled for the benefit of the Trustee to give all notices and to take all action upon the happening of an event of default specified in the Lease provided that the Trustee is first advised of such action proposed to be taken. In furtherance of the foregoing assignment, the Company hereby irrevocably authorizes and empowers the Trustee in its own name, or in the name of its nominee, or in the name of the Company or as its attorney, to ask, demand, sue for, collect and receive any and all sums to which the Company is or may become entitled under the Lease, and to enforce compliance by the Lessee with all the terms and provisions thereof.

The Company will cause notice of this Assignment forthwith to be given to the Lessee (together with a copy of this Assignment) and will direct the Lessee to pay all rentals, profits and other sums payable to or receivable by the Company under or pursuant to the provisions of the Lease on and after such notice of this Assignment is given (hereinafter called Rentals) directly to the Trustee (a copy of such notice and direction to be given to the Trustee). Until such time as to the actual knowledge of the Trustee (obtained at its Corporate Trust Office), the Company shall not be in default under any provision of the Equipment Trust Agreement, any Rentals received by the Trustee, may upon a Request be invested in Investments maturing not later than the February 15th, May 15th, August 15th and November 15th, as the case may be, next following receipt of such Rental. The Trustee will accept payments of Rentals made to it by the Lessee pursuant to the Lease and this Assignment and the Trustee will apply the Rentals and the proceeds of any Investments as follows: *first*, to or toward the payment of all amounts due and payable under the Equipment Trust Agreement on the next succeeding principal

and/or interest installment payment date of the Trust Certificates immediately following the receipt of such Rentals and the proceeds of any Investments, and the Trustee shall credit such Rentals and the proceeds of any Investments so applied to the amounts so payable by the Company under the Equipment Trust Agreement; and, *second*, so long as, to the actual knowledge of the Trustee (obtained at its Corporate Trust Office), the Company is not in default under any provision of the Equipment Trust Agreement, any balance of Rentals and the proceeds of any Investments remaining immediately following such payment date shall be paid over to the Company by the Trustee; *provided however*, that the Trustee shall retain until the termination of the lease of the Trust Equipment by the Trustee, the sum of \$30,000 out of Rentals and the proceeds of any Investments payable to the Company, as security for performance by the Company of its obligations under the Equipment Trust Agreement, including Section 4.08 thereof. The monies so held as security shall be invested in Investments and the Company shall be entitled to the income thereon, all as provided in Section 8.04 of the Equipment Trust Agreement, and upon termination of the lease of the Trust Equipment by the Trustee, such monies and any undistributed income therein shall be paid over to the Company.

So long as, to the actual knowledge of the Trustee (obtained at its Corporate Trust Office); the Company shall be in default under any provision of the Equipment Trust Agreement, the Trustee shall not pay over any of the Rentals or the proceeds of any Investments to the Company, but, during the continuance of such default, shall apply all Rentals and the proceeds of any Investments received by the Trustee to the payment of all amounts then or thereafter due and payable under the Equipment Trust Agreement.

2. The assignment made hereby is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Trustee to, or transfer, or pass, or in any way affect or modify the liability of the Company under the Lease, it being understood and agreed that notwithstanding such assignment or any subsequent assignment all obligations of the Company to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns, against, and only against, the Company.

3. Upon the full discharge and satisfaction of the Liabilities, the assignment made hereby shall terminate, and all estate, right,

title and interest of the Trustee in and to the Lease shall revert to the Company.

Upon transfer by the Trustee of title to any of the Units pursuant to Section 4.06 of the Equipment Trust Agreement, the Trustee shall execute and deliver to the Company a release or re-assignment of this Assignment as to such Units.

4. The Company warrants and covenants that (a) the execution and delivery by the Company of the Lease and this Assignment have each been duly authorized, and the Lease and this Assignment are and will remain the valid and binding obligations of the Company in accordance with their terms; (b) the Company has not executed any other assignment of the Lease or of its right to receive all payments under the Lease and the Lease will continue to be free and clear of any and all claims, liens, agreements, security interests or other encumbrances (except this Assignment and except to the extent the Company is contesting the validity of the same in good faith by appropriate proceedings), (c) notwithstanding this Assignment, the Company will conform and comply with each and all of the covenants and conditions in the Lease set forth to be complied with by it and (d) to the knowledge of the Company, it has performed all obligations on its part to be performed under the Lease on or prior to the date hereof.

Unless the Lease is an Existing Lease, the Company will, concurrently with the execution and delivery of this Assignment, deliver to the Trustee the opinion of Messrs. Rosenthal and Schanfield, counsel for the Company, or an opinion of other counsel satisfactory to the Trustee, to the effect set forth in subparagraph (e) of Section 3.04 of the Equipment Trust Agreement relating to the Lease.

5. The Company covenants and agrees with the Trustee that in any suit, proceeding or action brought by the Trustee under the Lease for any Rental, or to enforce any provisions of the Lease, the Company will save, indemnify and keep the Trustee harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever of the Lessee or its successors, arising out of a breach by the Company of any obligation under the Lease or arising out of any other indebtedness or liability at any time owing to the Lessee or its successors from the Company. Any and all such obligations of the Company shall be and remain enforceable against and only against

the Company and shall not be enforceable against the Trustee or any party or parties in whom any of the rights of the Company under the Lease shall vest by reason of the successive assignments or transfers.

6. The Company will from time to time execute all such financing statements and supplemental instruments as the Trustee subject to Section 8.03 of the Equipment Trust Agreement, may from time to time reasonably request in order to confirm or further assure the assignment made hereby and the provisions hereof.

7. The Trustee may assign all or any of its rights under the Lease, including the right to receive any payments due or to become due to it from the Lessee thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Trustee hereunder.

8. Notwithstanding anything to the contrary contained in Section 1 of this Assignment, the Company agrees that it will not, without the prior written consent of the Trustee, enter into any agreement amending, modifying or terminating the Lease and that any amendment, modification or termination thereof without such consent shall be void. The Trustee shall consent to any such agreement if (a) it does not affect the Rentals, the term, the maintenance or the possession and use provisions or any other provision which the Trustee or its special counsel deems to materially and adversely affect the security provided hereby or (b) the holders of more than 50% in aggregate unpaid principal amount of the Trust Certificates then outstanding consent in writing thereto.

9. The terms used in this Assignment which are defined in the Equipment Trust Agreement shall have the meanings specified therein, unless the context of this Assignment otherwise requires or unless such terms are otherwise defined herein.

10. This Assignment shall be governed by the laws of the State of Illinois, but the parties shall be entitled to all rights conferred by 49 U.S.C. §11303.

IN WITNESS WHEREOF, the Company and the Trustee have caused this instrument to be signed in their respective names by their respective officers thereunto duly authorized, as of the date first above written.

EVANS RAILCAR LEASING COMPANY,

by .. *William M. Seyton* .....  
Vice President

BANK OF AMERICA NATIONAL TRUST AND  
SAVINGS ASSOCIATION, as Trustee,

by .. *D. J. F. J. F.* .....  
Asst. Vice President.

STATE OF ILLINOIS   )  
                              ) SS  
COUNTY OF COOK       )

I, CAROL E RAZKOWIC, a Notary Public in and for the County and State aforesaid, do hereby certify that WILLIAM M. PEYTON, the (Vice) President of Evans Railcar Leasing Company, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officers of said corporation, appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15<sup>th</sup> day of March, 1985.

Carol E. Razkowic  
Notary Public

My Commission Expires:

2/1/89



STATE OF California )  
 ) SS  
COUNTY OF San Francisco

I, F. Rockett, a Notary Public in and  
for the County and State aforesaid, do hereby certify that  
D.R. JACKSON Asst. Vice President of Bank of America Na-  
tional Trust and Savings Association ("Bank"), a national  
banking association, personally known to me to be the same  
person whose name is subscribed to the foregoing instrument  
as such Vice President, appeared before me in person and ac-  
knowledgeed that he signed and delivered the said instrument  
as his own free and voluntary acts, and as the free and  
voluntary act of said Bank, for the uses and purposes  
therein set forth.

Given under my hand and notarial seal this 2 day  
of April, 1985.

F. Rockett  
Notary Public

My Commission Expires:

November 12, 1988

